

1 EDMUND G. BROWN JR., Attorney General  
2 of the State of California  
3 JOSE R. GUERRERO, State Bar No. 97276  
4 Supervising Deputy Attorney General  
5 CATHERINE E. SANTILLAN  
6 Senior Legal Analyst  
7 California Department of Justice  
8 455 Golden Gate Avenue, Suite 11000  
9 San Francisco, CA 94102-7004  
10 Telephone: (415) 703-5579  
11 Facsimile: (415) 703-5480

12 Attorneys for Complainant

13 **BEFORE THE**  
14 **RESPIRATORY CARE BOARD**  
15 **DEPARTMENT OF CONSUMER AFFAIRS**  
16 **STATE OF CALIFORNIA**

17 In the Matter of the Accusation Against:

Case No. R-2092

18 JOVEN GALINATO NAVAL  
19 3912 Glacier Ct  
20 Vallejo CA 94591

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

21 Respiratory Care Practitioner License No.  
22 18948

23 Respondent.

24 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the  
25 above-entitled proceedings that the following matters are true:

26 **PARTIES**

27 1. Stephanie Nunez (Complainant) is the Executive Officer of the Respiratory  
28 Care Board of California. She brought this action solely in her official capacity and is  
represented in this matter by Edmund G. Brown Jr., Attorney General of the State of California,  
by Catherine E. Santillan, Senior Legal Analyst.

2. Respondent Joven Galinato Naval (Respondent) is represented in this  
proceeding by attorney Stephen Naritil, whose address is 601 1st Street, suite 250B, Benicia,  
California 94510.

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3. On or about September 11, 1996, the Respiratory Care Board of California issued Respiratory Care Practitioner License No. 18948 to Respondent. The License was in full force and effect at all times relevant to the charges brought in Accusation No. R-2092 and will expire on June 30, 2008, unless renewed.

## JURISDICTION

4. Accusation No. R-2092 was filed before the Respiratory Care Board (Board), Department of Consumer Affairs, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on July 10, 2007. Respondent timely filed his Notice of Defense contesting the Accusation. A copy of Accusation No. R-2092 is attached as exhibit A and incorporated herein by reference.

## ADVISEMENT AND WAIVERS

5. Respondent has carefully read, discussed with counsel, and fully understands the charges and allegations in Accusation No. R-2092. Respondent has also carefully read, discussed with counsel, and fully understands the effects of this Stipulated Settlement and Disciplinary Order.

6. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at his own expense; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

## CULPABILITY

8. Respondent agrees that, if this case proceeded to a hearing, the Board would present sufficient evidence to impose discipline on respondent's license.

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9. Respondent agrees that his Respiratory Care Practitioner License is subject to discipline and he agrees to be bound by the Board 's imposition of discipline as set forth in the Disciplinary Order below.

## CONTINGENCY

10. This stipulation shall be subject to approval by the Respiratory Care Board. Respondent understands and agrees that counsel for Complainant and the staff of the Respiratory Care Board of California may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondent or his counsel. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

## OTHER MATTERS

11. The parties understand and agree that facsimile copies of this Stipulated Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same force and effect as the originals.

## DISCIPLINARY ORDER

In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

IT IS HEREBY ORDERED that Respiratory Care Practitioner License No. 18948 issued to Joven Galinato Naval (Respondent) is revoked. However, the revocation is stayed and Respondent is placed on probation for three (3) years on the following terms and conditions.

1. WORK SCHEDULES Respondent shall be required to submit to the probation monitor work schedules on a weekly/monthly basis for the length of probation.

1 Respondent shall ensure the Board has a copy of his current work schedule at all times for each  
2 place of employment.

3 Failure to submit current work schedules on a continuous basis shall constitute a  
4 violation of probation and shall result in the filing of an accusation and/or a petition to revoke  
5 probation against Respondent's respiratory care practitioner license.

6 2. BIOLOGICAL FLUID TESTING Respondent, at his expense, shall  
7 participate in random testing, including, but not limited to, biological fluid testing (i.e. urine,  
8 blood, saliva), breathalyzer, hair follicle testing, or a drug screening program approved by the  
9 Board. Test costs range from \$21.00 to \$200.00 each. The length of time shall be for the entire  
10 probation period. The frequency and location of testing will be determined by the Board.

11 At all times, Respondent shall fully cooperate with the Board or any of its  
12 representatives, and shall, when directed, appear for testing as requested and submit to such tests  
13 and samples for the detection of alcohol, narcotics, hypnotics, dangerous drugs or other  
14 controlled substances.

15 If Respondent is unable to provide a specimen in a reasonable amount of time  
16 from the request, while at the work site, Respondent understands that any Board representative  
17 may request from the supervisor, manager or director on duty to observe Respondent in a manner  
18 that does not interrupt or jeopardize patient care in any manner until such time Respondent  
19 provides a specimen acceptable to the Board.

20 Failure to submit to testing or appear as requested by any Board representative for  
21 testing, as directed shall constitute a violation of probation and shall result in the filing of an  
22 accusation and/or a petition to revoke probation against Respondent's respiratory care  
23 practitioner license.

24 3. ABSTENTION FROM USE OF ANY AND ALL MOOD ALTERING  
25 SUBSTANCES Respondent shall completely abstain from the possession or use of alcohol,  
26 controlled substances, dangerous drugs, and any and all other mood altering drugs, substances  
27 and their associated paraphernalia, except when the drugs are lawfully prescribed by a licensed  
28 practitioner as part of a documented medical treatment.

1 Respondent shall execute a release authorizing the release of pharmacy and  
2 prescribing records as well as physical and mental health medical records. Respondent shall also  
3 provide information of treating physicians, counselors or any other treating professionals as  
4 requested by the Board.

5 Respondent shall ensure that he is not in the presence of or in the same physical  
6 location as individuals who are using illegal substances, even if Respondent is not personally  
7 ingesting the drug(s).

8 Any positive result that registers over the established laboratory cutoff level shall  
9 constitute a violation of probation and shall result in the filing of an accusation and/or a petition  
10 to revoke probation against Respondent's respiratory care practitioner license.

11 Respondent also understands and agrees that any positive result that registers over  
12 the established laboratory cutoff level shall be reported to each of Respondent's employers.

13 4. RESTRICTION OF PRACTICE Respondent may not be employed or  
14 function as a member of a respiratory care management or supervisory staff during the entire  
15 length of probation. This includes lead functions.

16 Respondent is prohibited from working in home care unless it is under direct supervision  
17 and personal observation.

18 5. DIRECT SUPERVISION During the period of probation, Respondent shall  
19 be under the direct supervision of a person holding a current and valid non-restricted Board  
20 license. "Under the direct supervision" means assigned to a respiratory care practitioner who is  
21 on duty and immediately available in the assigned patient area. The Board shall be informed in  
22 writing of and approve the level of supervision provided to the Respondent while he is  
23 functioning as a licensed respiratory care practitioner. The appropriate level of supervision must  
24 be approved by the Board prior to commencement of work.

25 6. SUPERVISOR QUARTERLY REPORTS Supervisor Quarterly Reports of  
26 Performance are due for each year of probation and the entire length of probation from each  
27 employer, as follows:

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1 For the period covering January 1st through March 31st, reports are to be  
2 completed and submitted between April 1st and April 7th. For the period covering April 1st  
3 through June 30th, reports are to be completed and submitted between July 1st and July 7th. For  
4 the period covering July 1st through September 30th, reports are to be completed and submitted  
5 between October 1st and October 7th. For the period covering October 1st through December  
6 31st, reports are to be completed and submitted between January 1st and January 7th.

7 Respondent is ultimately responsible for ensuring his employer(s) submits  
8 complete and timely reports. Failure to ensure each employer submits complete and timely  
9 reports shall constitute a violation of probation.

10 7. OBEY ALL LAWS Respondent shall obey all laws, whether federal, state,  
11 or local. Respondent shall also obey all regulations governing the practice of respiratory care in  
12 California.

13 Respondent shall notify the Board in writing within 14 days of any incident  
14 resulting in his arrest, or charges filed against, or a citation issued against Respondent.

15 8. QUARTERLY REPORTS Respondent shall file quarterly reports of  
16 compliance under penalty of perjury, on forms to be provided to the probation monitor assigned  
17 by the Board. Omission or falsification in any manner of any information on these reports shall  
18 constitute a violation of probation and shall result in the filing of an accusation and/or a petition  
19 to revoke probation against Respondent's respiratory care practitioner license.

20 Quarterly report forms will be provided by the Board. Respondent is responsible  
21 for contacting the Board to obtain additional forms if needed. Quarterly reports are due for each  
22 year of probation and the entire length of probation as follows:

23 For the period covering January 1st through March 31st, reports are to be  
24 completed and submitted between April 1st and April 7th. For the period covering April 1st  
25 through June 30th, reports are to be completed and submitted between July 1st and July 7th. For  
26 the period covering July 1st through September 30th, reports are to be completed and submitted  
27 between October 1st and October 7th. For the period covering October 1st through December  
28 31st, reports are to be completed and submitted between January 1st and January 7th.

1 Failure to submit complete and timely reports shall constitute a violation of  
2 probation.

3 9. PROBATION MONITORING PROGRAM Respondent shall comply with  
4 requirements of the Board appointed probation monitoring program, and shall, upon reasonable  
5 request, report to or appear to a local venue as directed.

6 Respondent shall claim all certified mail issued by the Board, respond to all  
7 notices of reasonable requests timely, and submit Annual Reports, Identification Update reports  
8 or other reports similar in nature, as requested and directed by the Board or its representative.

9 Respondent is encouraged to contact the Board's Probation Program at any time  
10 he has a question or concern regarding his terms and conditions of probation.

11 Failure to appear for any scheduled meeting or examination, or cooperate with the  
12 requirements of the program, including timely submission of requested information, shall  
13 constitute a violation of probation and will result in the filing of an accusation and/or a petition  
14 to revoke probation against Respondent's respiratory care practitioner license.

15 10. PROBATION MONITORING COSTS All costs incurred for probation  
16 monitoring during the entire probation shall be paid by the Respondent. The monthly cost may  
17 be adjusted as expenses are reduced or increased. Respondent's failure to comply with all terms  
18 and conditions may also cause this amount to be increased.

19 All payments for costs are to be sent directly to the Respiratory Care Board and  
20 must be received by the date(s) specified. (Periods of tolling will not toll the probation  
21 monitoring costs incurred.)

22 If Respondent is unable to submit costs for any month, he shall be required  
23 instead to submit an explanation of why he is unable to submit the costs, and the date(s) he will  
24 be able to submit the costs including payment amount(s). Supporting documentation and  
25 evidence of why the Respondent is unable to make such payment(s) must accompany this  
26 submission.

27 Respondent understands that failure to submit costs timely is a violation of  
28 probation and submission of evidence demonstrating financial hardship does not preclude the

1 Board from pursuing further disciplinary action. However, Respondent understands providing  
2 evidence and supporting documentation of financial hardship may delay further disciplinary  
3 action.

4 In addition to any other disciplinary action taken by the Board, an unrestricted  
5 license will not be issued at the end of the probationary period and the respiratory care  
6 practitioner license will not be renewed, until such time all probation monitoring costs have been  
7 paid.

8 The filing of bankruptcy by Respondent shall not relieve the Respondent of his  
9 responsibility to reimburse the Board for costs incurred.

10 11. EMPLOYMENT REQUIREMENT Respondent shall be employed a  
11 minimum of 24 hours per week as a respiratory care practitioner for a minimum of 2/3 of his  
12 probation period.

13 Respondent may substitute successful completion of a minimum of thirty (30)  
14 additional continuing education hours, beyond that which is required for license renewal, for  
15 each 8 months of employment required. Respondent shall submit proof to the Board of  
16 successful completion of all continuing education requirements. Respondent is responsible for  
17 paying all costs associated with fulfilling this term and condition of probation.

18 12. NOTICE TO EMPLOYER Respondent shall be required to inform his  
19 employer, and each subsequent employer during the probation period, of the discipline imposed  
20 by this decision by providing his supervisor and director and all subsequent supervisors and  
21 directors with a copy of the decision and order, and the Statement(s) of Issues or Accusation(s)  
22 in this matter prior to the beginning of or returning to employment or within 14 days from each  
23 change in a supervisor or director.

24 If Respondent is employed by or through a registry [and is not restricted from  
25 working for a registry], Respondent shall make each hospital or establishment to which he is sent  
26 aware of the discipline imposed by this decision by providing his direct supervisor and  
27 administrator at each hospital or establishment with a copy of this decision, and the Statement(s)  
28



1 of Issues or Accusation(s) in this matter prior to the beginning of employment. This must be  
2 done each time there is a change in supervisors or administrators.

3 The employer will then inform the Board, in writing, that he is aware of the  
4 discipline, on forms to be provided to the Respondent. Respondent is responsible for contacting  
5 the Board to obtain additional forms, if needed. All reports completed by the employer must be  
6 submitted from the employer directly to the Board.

7 Respondent shall execute a release authorizing the Board or any of its  
8 representatives to review and obtain copies of all employment records and discuss and inquire of  
9 the probationary status with any of Respondent's supervisors or directors.

10 13. CHANGES OF EMPLOYMENT OR RESIDENCE Respondent shall notify  
11 the Board, and appointed probation monitor, in writing, of any and all changes of employment,  
12 location, and address within 14 days of such change. This includes, but is not limited to,  
13 applying for employment, termination or resignation from employment, change in employment  
14 status, change in supervisors, administrators or directors.

15 Respondent shall also notify his probation monitor AND the Board IN WRITING  
16 of any changes of residence or mailing address within 14 days. P.O. Boxes are accepted for  
17 mailing purposes, however the Respondent must also provide his physical residence address as  
18 well.

19 14. SURRENDER OF LICENSE Following the effective date of this decision, if  
20 Respondent ceases practicing due to retirement, health reasons or is otherwise unable to satisfy  
21 the terms and conditions of probation, he may request the voluntary surrender of his license. The  
22 Board reserves the right to evaluate Respondent's request and to exercise its discretion whether  
23 or not to grant the request or to take any other action deemed appropriate and reasonable under  
24 the circumstances. Upon formal acceptance of the surrender, within 15 calendar days  
25 Respondent shall deliver his wallet and wall certificate to the Board or its designee and he shall  
26 no longer practice respiratory care. Respondent will no longer be subject to the terms and  
27 conditions of probation and the surrender of Respondent's license shall be deemed disciplinary  
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1 action. If Respondent re-applies for a respiratory care license, the application shall be treated as  
2 a petition for reinstatement of a revoked license.

3 15. COST RECOVERY Respondent shall pay to the Board a sum not to exceed  
4 the costs of the investigation and prosecution of this case. That sum shall be \$1,287.75 (one  
5 thousand two hundred eighty seven dollars and seventy five cents) and shall be paid in full  
6 directly to the Board, in equal quarterly payments, within 12 months from the effective date of  
7 this decision. Cost recovery will not be tolled.

8 If Respondent is unable to submit costs timely, he shall be required instead to  
9 submit an explanation of why he is unable to submit these costs in part or in entirety, and the  
10 date(s) he will be able to submit the costs including payment amount(s). Supporting  
11 documentation and evidence of why the Respondent is unable to make such payment(s) must  
12 accompany this submission.

13 Respondent understands that failure to submit costs timely is a violation of  
14 probation, and submission of evidence demonstrating financial hardship does not preclude the  
15 Board from pursuing further disciplinary action. However, Respondent understands that  
16 providing evidence and supporting documentation of financial hardship may delay further  
17 disciplinary action.

18 Consideration to financial hardship will not be given should Respondent violate  
19 this term and condition, unless an unexpected AND unavoidable hardship is established from the  
20 date of this order to the date payment(s) is due.

21 The filing of bankruptcy by the Respondent shall not relieve the Respondent of  
22 his responsibility to reimburse the Board for these costs.

23 16. TOLLING FOR OUT-OF-STATE RESIDENCE OR PRACTICE Periods of  
24 residency or practice outside California, whether the periods of residency or practice are  
25 temporary or permanent, will toll the probation period, but will not toll the cost recovery  
26 requirement, nor the probation monitoring costs incurred. Travel out of California for more than  
27 30 days must be reported to the Board in writing prior to departure. Respondent shall notify the  
28

1 Board, in writing, within 14 days, upon his return to California and prior to the commencement  
2 of any employment where representation as a respiratory care practitioner is/was provided.

3 17. VALID LICENSE STATUS Respondent shall maintain a current, active and  
4 valid license for the length of the probation period. Failure to pay all fees and meet Continuing  
5 Education requirements prior to his license expiration date shall constitute a violation of  
6 probation.

7 18. VIOLATION OF PROBATION If Respondent violates any term of the  
8 probation in any respect, the Board, after giving Respondent notice and the opportunity to be  
9 heard, may revoke probation and carry out the disciplinary order that was stayed. If a petition to  
10 revoke probation is filed against Respondent during probation, the Board shall have continuing  
11 jurisdiction and the period of probation shall be extended until the matter is final. No petition for  
12 modification of penalty shall be considered while there is an accusation or petition to revoke  
13 probation or other penalty pending against Respondent.

14 19. COMPLETION OF PROBATION Upon successful completion of probation,  
15 Respondent's license shall be fully restored.

16 ACCEPTANCE

17 I have carefully read the above Stipulated Settlement and Disciplinary Order and  
18 have fully discussed it with my attorney, Stephen Naritil. I understand the stipulation and the  
19 effect it will have on my Respiratory Care Practitioner License. I enter into this Stipulated  
20 Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be  
21 bound by the Decision and Order of the Respiratory Care Board.

22 DATED: September 28, 2007.

23  
24 Original signed by: \_\_\_\_\_

25 JOVEN GALINATO NAVAL  
26 Respondent  
27  
28

1 I have read and fully discussed with Respondent Joven Galinato Naval the terms  
2 and conditions and other matters contained in the above Stipulated Settlement and Disciplinary  
3 Order. I approve its form and content.

4 DATED: September 28, 2007.

6 Original signed by:

7 STEPHEN NARATIL  
8 Attorney for Respondent

9 ENDORSEMENT

10 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully  
11 submitted for consideration by the Respiratory Care Board of the Department of Consumer  
12 Affairs.

13  
14 DATED: October 1, 2007

15 EDMUND G. BROWN JR., Attorney General  
16 of the State of California

17 JOSE R. GUERRERO  
18 Supervising Deputy Attorney General

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20 Original signed by:

21 CATHERINE E. SANTILLAN  
22 Senior Legal Analyst

23 Attorneys for Complainant  
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**BEFORE THE  
RESPIRATORY CARE BOARD  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

No. R-2092

JOVEN GALINATO NAVAL  
3912 Glacier Ct  
Vallejo CA 94591

Respiratory Care Practitioner License No. 18948

Respondent.

**DECISION AND ORDER**

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Respiratory Care Board, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on December 13, 2007.

It is so ORDERED December 3, 2007.

Original signed by:

LARRY L. RENNER, BS, RRT, RCP, RPFT  
PRESIDENT, RESPIRATORY CARE BOARD  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA